

CASE NO. 20030081



DECLARATION FOR PATENT APPLICATION (37 CFR 1.63) AND POWER OF ATTORNEY

**DECLARATION:** As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name. I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Process For Preparing High Purity TNT

a specification of which [ ] is attached hereto OR [X] was filed on 21 APR 2004 as United States Application Number or PCT International Application Number US2004/012425. I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above. I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 Code of Federal Regulations §1.56. I hereby claim foreign priority benefits under 35 U.S.C. §119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT International application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT International application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Claimed

| (Number) | (Country) | (Date filed) | Yes | No |
|----------|-----------|--------------|-----|----|
|----------|-----------|--------------|-----|----|

I hereby claim the benefit under 35 U.S.C. §119(e) of United States application(s) listed below.

Provisional Application Number(s):

60/464,286

Filing Date(s):

4/21/03

I hereby claim the benefit under 35 U.S.C. §120 of any United States application(s) or 365(c) of any PCT International application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR §1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Application Ser. No.

Filing Date

Status-Patented, Pending or Abandoned

**POWER OF ATTORNEY:** I hereby appoint as my attorney, with full powers of substitution and revocation, to prosecute this application and transact all business in the U.S. Patent and Trademark Office connected therewith:

USPTO CUSTOMER NO. 22500

Daniel J. Long, Reg. No. 29,404

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

All Inventor's are listed below:

Solo or first Inventor's Name (first, middle if any, last) Keith S. Kyler

Additional Inventor's Name (first, middle if any, last) Andrew R. Wilson

Additional Inventor's Name (first, middle if any, last) Curtis Teague

Additional Inventor's Name (first, middle if any, last) \_\_\_\_\_

## ALL INVENTORS

I have read the first page of this declaration for patent application, and I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Signature:  Date: 22-Dec-2006

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Residence Address: \_\_\_\_\_

Country \_\_\_\_\_ Citizenship \_\_\_\_\_

Post Office Address: \_\_\_\_\_

Country \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Signature:  Date: 11-15-06

Additional Inventor's Name (first, middle if any, last) \_\_\_\_\_

Residence Address: \_\_\_\_\_

Country \_\_\_\_\_ Citizenship \_\_\_\_\_

Post Office Address: \_\_\_\_\_

Country \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Inventor's Name (first, middle if any, last) \_\_\_\_\_

Residence Address: \_\_\_\_\_

Country \_\_\_\_\_ Citizenship \_\_\_\_\_

Post Office Address: \_\_\_\_\_

Country \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**BAE SYSTEMS / Ordnance Systems Inc.  
Proprietary Information and Protection Agreement**

In consideration of your employment with Ordnance Systems Inc, herein referred to as Employer, and the salary being paid, Employee agrees, for the benefit of Employer, its successors and assigns, as follows; it being understood that the obligations of Employee hereunder shall, unless otherwise stated, continue in full force and effect after and notwithstanding termination of employment:

1. Employee will promptly and fully disclose to the head of the department in which he is employed or to whomever else may be designated by Employer, any and all inventions conceived, discovered or made by the Employee while in the employment of Employer, whether solely or jointly with others and whether or not during his regular hours of work, and directly or indirectly relating to or capable of being used for the benefit of the business of Employer. Employee will not at any time, without Employer's consent, disclose such inventions to any person, firm, or corporation other than Employer.

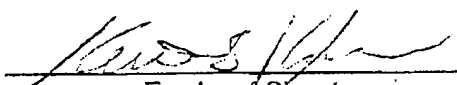
2. Employee will fully cooperate with Employer in securing Letters Patent for said inventions everywhere, upon Employer's request so to do and at its expense, Employee hereby assigns and agrees to assign to Employer or its nominee all such inventions; all applications for Letters Patent filed thereon and all Letters Patent which may issue thereon. Employee will execute all proper papers and documents and perform all other lawful acts which Employer deems necessary to enable it to secure patent protection on such inventions and to more fully vest in Employer title therein and thereto, in any and all countries.

3. As a matter of record, the following is a complete list of all inventions which Employee has made and which he desires to be excluded from this agreement (if no inventions are to be excluded, insert the word None):

4. Employee agrees that technical information, other than information generally published or available to the public, and other confidential information regarding Employer's business, of which Employee may obtain knowledge in the course of and by virtue of his employment by Employer, constitute valuable and confidential assets of Employer's business and that the unauthorized disclosure of such confidential information would be considered detrimental to such business. Employee therefore agrees that he will maintain in the strictest secrecy and confidence all such confidential technical information, including but not limited to information relating to manufacturing and processing methods of Employer, inventions and discoveries, research and development data, reports and compilations, and all other confidential information relating to Employer's business, of which he may acquire knowledge in the course of and by virtue of his employment, including any such information as may results in whole or in part of Employee's work for Employer, and including any such information or data as may have been obtained by Employer from others in confidence or subject to restraint against disclosure, and that he will not use for his own benefit or disclose to others or authorize any one else to disclose any such information, except to the extent that an executive officer of Employer may otherwise direct or consent in writing.

5. Employee agrees that all documents, papers and drawings relating to the business or work of Employer and prepared or received by Employee in connection with or by virtue of his employment, and all copies and summaries of such documents, papers and drawings, shall be the sole property of Employer and shall be delivered to Employer at any time upon its request and in any event upon termination of employment or resignation.

Signed this 29 day of July 2004

  
Employee Signature

KEITH S. KYLE  
Employee Name (Please Print)

Witnessed this 29th day of July 2004

  
Employer Representative